

TUXEDO COUNTRY CLUB RURAL FIRE PROTECTION DISTRICT

AGENDA FOR  
BOARD OF DIRECTORS MEETING  
9:00 A.M. NOVEMBER 1, 2023

3121 WEST MARCH LANE, SUITE 100  
STOCKTON, CA 95219

AGENDA

1. Call to Order/Roll Call.
2. **Public Comment**. The public may comment on any matter within the District's jurisdiction that is not on the agenda.
3. **Minutes**. Approval of Minutes of October 12, 2023, meeting of the Board.
4. **District Bills**. Motion to approve of bills.
5. **Stockton Fire Department Report / Requests / Comments**. Discussion and possible action on the following items:
  - a. Chief's Report.
6. **Unfinished Business**. Discussion and possible action on the following items:
  - a. Definition of Fire Hydrant and City of Stockton responsibility for maintenance/repair of leaking fire hydrant at 3686 W. Country Club Blvd.
  - b. Website contract review and approval - Streamline.
7. **New Business**. None.
8. **Correspondence**. Discussion and direction.
9. **Director Reports**. Discussion and possible action.
10. **Future Agenda Items**. Items for future meetings.
11. **District Calendar**.
12. **Adjournment**.

*This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Dianna Ruiz at 209-948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.*

*Materials related to an item on this Agenda submitted to the Directors after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during regular business hours.*

# ITEM 3

**TUXEDO COUNTRY CLUB RURAL FIRE PROTECTION DISTRICT**

**SPECIAL MEETING OF THE  
BOARD OF DIRECTORS  
9:00 A.M. OCTOBER 12, 2023**

**3121 WEST MARCH LANE, SUITE 100  
STOCKTON, CA 95219**

**MEETING MINUTES**

1. Call to Order/Roll Call. President Matuska, Director Madrid, Director Galindo, Tom Terpstra, and Micaela Chapa were present.
2. **Public Comment.**
  - a. No public comments were received.
3. **Minutes.** Approval of Minutes of September 6, 2023, meeting of the Board.
  - a. President Matuska noted that Item 5b incorrectly stated that the annual true up between Tuxedo and the City of Stockton for the City's contracted fire services to the District should not account for State funding the City receives for the same services. He requested the minutes be edited to reflect that State funding received by the City for fire services should result in a cost reduction for Tuxedo that would be reflected in the annual true up.
  - b. Director Madrid moved, seconded by Director Galindo, to approve the minutes subject to the edit proposed by President Matuska. The motion was approved unanimously.
4. **District Bills.**
  - a. President Matuska asked about the Neumiller bill and what accounted for the \$4,600 charge. Tom Terpstra mentioned that that some of that is legal services, including the letter to the City demanding payment for the leaking hydrant at 3686 W. Country Club Blvd.
  - b. Director Madrid moved, seconded by Director Galindo to approve the bills. The motion was approved unanimously.
5. **Stockton Fire Department Report / Requests / Comments.**
  - a. The Fire Chief was unable to attend the District's meeting, but sent over a written report. Please see the attached.
  - b. Director Madrid mentioned that he has had difficulty getting in contact with Chief Edwards, particularly with regard to weed abatement issues. President Matuska suggested that Director Madrid reach out to the contact listed on the Chief's Report for weed abatement.
  - c. Director Madrid also spoke about the Fallen Firefighters Memorial on 10/8. He said the new bricks are more difficult to read than the old bricks. President Matuska said that the District should still purchase the brick it approved at the previous meeting. Director Madrid said he would do so.
6. **Unfinished Business.**
  - a. Definition of Fire Hydrant and City of Stockton responsibility for maintenance/repair of leaking fire hydrant at 3686 W. Country Club Blvd.
    - i. Tom Terpstra informed the Directors that he had been in touch with the City Attorney's Office regarding the letter the District sent to MUD, who mentioned that their recommendation was to file a claim through the City's claims process. Mr. Terpstra mentioned that he would do so pursuant to the direction previously given by the Board.

- ii. President Matuska asked whether filling out a claim form would prevent the District from recovering. Mr. Terpstra mentioned that he would make sure that filing a claim would not limit the District from any other potentially available remedies prior to submittal.

7. **New Business.** Discussion and possible action on the following items:

- a. Proposals to Create District Website.
  - a. President Matuska reported that he had discussions with another fire district chief that had used Mayaco. The chief told him they used Mayaco because they were less expensive. President Matuska stated that he believes that Streamline is the better option.
  - b. President Matuska moved, seconded by Director Madrid, to award the contract to Streamline subject to the terms presented to the District at its prior meeting, including no setup fee, and a service charge of \$180 per month. The motion was approved unanimously.
  - c. President Matuska stated that he would inform Streamline that the District would be contracting with them. Once Streamline submits a contract, President Matuska stated he would send it to Mr. Terpstra for review and would then bring the contract to the Board for its review and approval at the next meeting.
- b. Badges for District's Directors.
  - a. Tom Terpstra reported that California law makes it a misdemeanor to fraudulently impersonate or induce belief that a person is an officer or a member of a fire department. He stated that even if the badge had the word "Director" on it, some could misconstrue the badge as indicating that the holder was a member of the fire department or a related officer. He further stated that the safest policy would be to not have badges at all because it would protect the Directors from potential confusion and, ultimately, a possible misdemeanor charge. Mr. Terpstra stated in the alternative that if the Directors still wanted to get badges, he recommends not showing them to people outside of their own homes in order to avoid confusion.
  - b. President Matuska stated that he has seen many old badges at antique and gun shows.
  - c. Director Madrid stated that he spoke with his sons who advised him that if you do have a badge and show it to someone, you should be extremely clear that you are not a firefighter or an officer of a fire department. He stated that if one was clear enough upon presentation that they were not a firefighter or an officer of a fire department, they would be protected.
  - d. This concluded Board discussion on this matter.
- c. Audit Contract with Blomberg & Griffin.
  - a. Director Madrid moved, seconded by Director Galindo, to approve the contract proposal. The motion was approved unanimously.

8. **Correspondence.**

- a. Tom Terpstra reported that he had responded to the second email from American Transparency regarding the Public Records Request it made in July. After some clarification, American Transparency thanked the District for its response.

9. **Director Reports.**

- a. President Matuska presented a written report. Please see the attached.
  - i. President Matuska also mentioned an "Element E-100" fire extinguisher that he saw online. It is Italian made and is apparently gradually coming into the US. He stated that it was compact and made no mess when deployed. He stated that he wanted to hear what the Fire Department's thoughts were on it.
- b. Director Madrid presented a written report. Please see the attached.
- c. Director Galindo presented a written report. Please see the attached.

10. **Future Agenda Items.** Items for future meetings.

a. Website contract review and approval.

11. **District Calendar.**

12. **Adjournment.** The meeting was adjourned at 9:52 a.m. until the next regularly scheduled meeting on November 1, 2023 at 9:00 a.m.

# ITEM 4

**TUXEDO COUNTRY CLUB RURAL COUNTY FIRE PROTECTION DISTRICT**  
**3121 W. MARCH LANE, SUITE 100**  
**STOCKTON, CA 95201**  
**P.O. BOX 20, STOCKTON, CA 95201**  
**(209) 948-8200**

**WEDNESDAY, NOVEMBER 1, 2023**

**WARRANTS APPROVED BY THE BOARD OF DIRECTORS**

PAYEE	AMOUNT	CODE	VENDOR #
City of Stockton Revenue Services Division P.O. Box 2107 Stockton, CA 95201	\$0.00	6221056500	02410037
Neumiller & Beardslee P.O. Box 20 Stockton, CA 95201	\$850.00	6221005100	0000003873
Ray Madrid 3050 Christina Avenue Stockton, CA 95204	\$0.00	6226010900 6238000000	0000104641
Rick Matuska 3487 W. Michigan Avenue Stockton, CA 95204	\$0.00	6226010900 6238000000	0000056244
Kevin Galindo 1942 Oxford Way Stockton, CA 95204	\$0.00	6226010900	
<b>TOTAL (GENERAL FUND - 49601):</b>	<b>\$850.00</b>		

\_\_\_\_\_  
Rick Matuska, President

\_\_\_\_\_  
Ray Madrid, Vice President

\_\_\_\_\_  
Kevin Galindo, Director

Invoice No.: 344893

October 17, 2023

Client-Matter No.: 85745-32581

RE: General

**PROFESSIONAL SERVICES**

Date	Init	Description Of Services Rendered	Hours	Amount
9/06/23	TTJ	Board Meeting: prepare for and attend 9-6 Board meeting. (Secretarial)	2.30	690.00
9/15/23	RLO	Secretarial: Finalize and email/mail Demand Letter to City of Stockton.	.40	70.00
9/27/23	TTJ	Calls with directors to reschedule meeting.	.30	90.00

**TOTAL PROFESSIONAL SERVICES \$ 850.00**

**SUMMARY OF PROFESSIONAL SERVICES**

Name	Hours	Rate	Total
T. Terpstra Jr.	2.60	300.00	780.00
R. Olmo	.40	175.00	70.00
<b>TOTALS</b>	<b>3.00</b>		<b>\$ 850.00</b>

**TOTAL DUE THIS INVOICE \$ 850.00**



Neumiller & Beardslee

Breakdown of Legal vs. Secretarial Service Costs

Invoice Date	Secretarial	Legal	Monthly Total
May	\$ 4,365.00	\$ 575.00	\$ 4,940.00
June	\$ 2,130.00	\$ 715.00	\$ 2,845.00
July	\$ 8,024.10	\$ 270.00	\$ 8,294.10
August	\$ 3,240.00	\$ 750.00	\$ 3,990.00
September	\$ 3,680.00	\$ 930.00	\$ 4,610.00
October	\$ 850.00	\$ -	\$ 850.00
November			
December			
Grand Total	\$ 22,289.10	\$ 3,240.00	\$ 25,529.10
Average per Month	\$ 3,714.85	\$ 540.00	\$ 4,254.85

# ITEM 5

Stockton Fire Department- Fire Districts Board Update:  
October 2023

Emergency Management

- Completed interviews with consultants for the After Action Reports for COVID & 2023 Winter Storms.

Fire Department

- Fire Academy 23-2 in progress- November 30 Graduation
- Annual Retirement Dinner Friday, October 6<sup>th</sup>
- Press-event Thursday, October 12<sup>th</sup> 6 Fire Engines
- Annual Fallen Firefighter Memorial Sunday, October 8<sup>th</sup>
- Department-wide training on Lithium-ion battery fires
- Conducting oral interviews for Firefighter/ Paramedic (February Academy)
- We are conducting a Firefighter/Engineer promotional examination.
- Conducting a final inspection of a new aerial ladder truck
- Attending the California Fire Chiefs Association Annual Conference Oct 17-19, Ontario CA
- 2023 Weed Abatement Program- [james.klein@stocktonca.gov](mailto:james.klein@stocktonca.gov)



# STOCKTON FIRE DEPARTMENT

## Monthly Statistics for September 2023



Total 9-1-1 & Business Calls Answered  
by the  
Regional Communications Center:

**19,014\***

\*Includes calls for SFD, Lathrop-Manteca, City of Lodi, City of Manteca, and South San Joaquin County Fire Authority

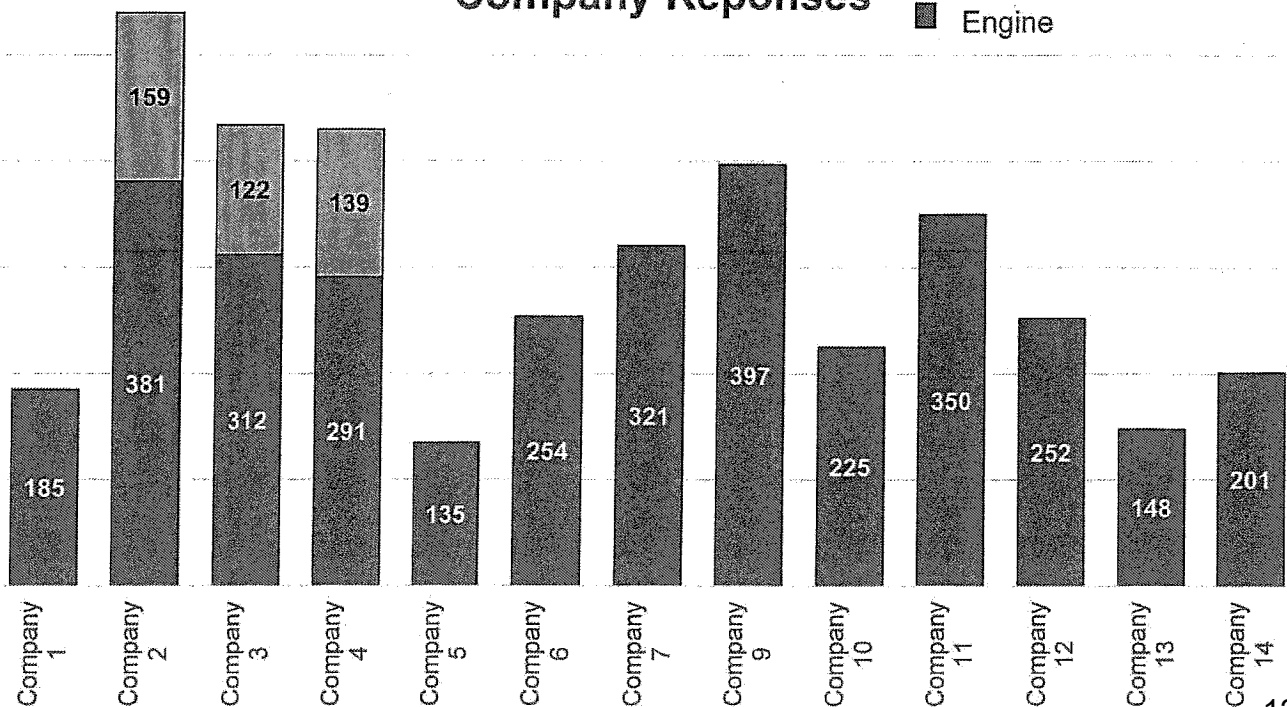
Contract Fire Districts Calls For Service	
Boggs Tract	3
Tuxedo/Country Club	107
Eastside	350
Lincoln	138
<b>Total</b>	<b>598</b>

Incident Count by Type		% Change From Previous Month
Structure Fires	20	5%
Vehicle Fires	31	-23%
Vegetation/Grass Fires	109	11%
Emergency Medical Services (EMS)	1,396	-6%
Good Intent	1,148	-7%
False Alarms	124	-16%
All Others	654	Less than 1%
<b>Total</b>	<b>3,482</b>	<b>-5%</b>

A Call For Service will generate one incident count. A single incident can have multiple responses depending on the number of apparatus that respond to the scene of the incident.

### Company Responses

Truck  
Engine



# ITEM 6



# Streamline Platform - Subscription Agreement

CUSTOMER: **Tuxedo-Country Club Fire Protection District**

ORDER DATE: **10 / 12 / 2023**

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 2321 P St, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the Streamline Terms of Service. W9 is available online. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our subscription-based website toolkit for local government.

### SUBSCRIPTION ORDER:

Name	Price
Streamline Web	\$180.00

One-Time Build Costs: **\$0**

Order #: **12070430618**

Invoice Frequency: **Monthly**

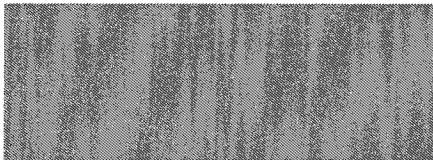
Original Order? **Original**

Additional Billing Details:

**CSDA Member Discount - Applied**

Billing Start Date: **11/ 01 / 2023**

Billing Person:



Phone:



Billing Address:

Email:

City, State, Zip:

### Streamline:

Name: Tanner Smith

Title: Account Executive

Date: 10 / 12 / 2023

Signature: *Tanner Smith*

### Customer:

Name:

Title:

Date:

Signature:

## What Your Subscription Includes



### Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the “box”).
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



### Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included ([acmemud.specialdistrict.org](http://acmemud.specialdistrict.org)) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



### Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to “upgrade” your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can’t figure out how to send your question? That’s ok, you’ll have our technical support number, too.**

*And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.*

# Streamline Terms

Related to the use of Streamline software

## Streamline™ Terms of Service

Would you like to be notified when our Terms of Service change? [Subscribe to Terms of Services updates >](#)

THE TERMS AND CONDITIONS CONTAINED HEREIN ("AGREEMENT") APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY DIGITAL DEPLOYMENT, INC. ("STREAMLINE") TO YOU AND THE ORGANIZATION YOU REPRESENT (TOGETHER, "CUSTOMER"). BY ACCESSING OR USING ANY OF STREAMLINE'S SERVICES OR

SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) ("EFFECTIVE DATE"). IN THE EVENT THERE IS A SEPARATELY NEGOTIATED AND EXECUTED MASTER AGREEMENT BETWEEN STREAMLINE AND CUSTOMER WITH RESPECT TO PROCUREMENT OF THE SERVICES OR SOFTWARE, SUCH AGREEMENT SHALL CONTROL AND THIS AGREEMENT WILL NOT APPLY.

### 1. THE SERVICE

**1.1. Provision of the Service.** Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below) and any associated materials provided or made available (e.g. online) by Streamline (such as documentation) (collectively, the "Service") - but only for Customer's own business purposes. The "Order Process" is Streamline's online order process (or a schedule, statement of work and/or other ordering document executed by the parties). All activity under the Agreement shall be strictly in accordance with and subject to Streamline's applicable usage documentation (if any) ("Documentation").

**1.2. Services Levels.** Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline's reasonable control).

**1.3. General Restrictions.** Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer's behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) use the Service for the benefit of any third party, (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to any of any part of the Service, (e) modify or create derivatives of the Service or any other materials provided by Streamline, or (f) remove or obscure any proprietary or other notices contained in the Service or documentation provided by Streamline.

**1.4. Customer's Third-Party Services.** The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations ("Third-Party Services"). Customer's use of any Third-Party Services is subject to Customer's separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Notwithstanding anything to the contrary, Streamline is not responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

**1.5. Feedback.** Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "AS IS". "Feedback" means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

### 2. CUSTOMER DATA



**2.1. Generally. "Customer Data"** means all data provided by Customer or its systems or providers to Streamline. As between the parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allow by Customer's privacy policy, and (iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

**2.2. Security.** Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data.

**2.3. Aggregate and Deidentified Data.** Streamline will have an irrevocable, perpetual right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

### 3. CUSTOMER CONTENT.

**3.1. Customer's Own Content.** Customer is responsible for all materials, information, photos, and content ("Content") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users. Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;

Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

**3.2. Monitoring Customer's Content.** Streamline may, but has no obligation to, monitor content on the Service. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

**3.3. Community Forums.** The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third parties for which Streamline is not responsible.

### 4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

## 5. FEES AND PAYMENT

**5.1. Fees and Payment.** All fees are as set forth on Streamline's website (or as otherwise agreed to by Streamline and Customer in writing). Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

**5.2. Late Payments.** In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with or without notice, without liability to Customer until such amounts are paid in full.

## 6. TERM AND TERMINATION

**6.1. Term.** This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process ("Subscription Term"). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

**6.2. Termination.** Streamline may terminate this Agreement and the Subscription Term at any time, with or without notice; provided that, if such termination is in the middle of a Subscription Term and termination is not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding.

**6.3. Effect of Termination.** Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). In the event this Agreement is terminated by Customer for Streamline's uncured breach as authorized in Section 6.2, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. Except as expressly set forth in the preceding sentence, all fees are non-refundable and non-cancellable. Customer Data. During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

**6.4. Survival.** The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 1.5, 2.3, 5 (with respect to outstanding payment obligations), 6, 7.3, 8, 9 and 7.

## 7. WARRANTIES; DISCLAIMER

**7.1. Mutual Warranties.** Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

**7.2. Services Warranties.** Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 6.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

**7.3. Disclaimer; Limitation on Liability.**

EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), SUCH OUTPUT AND ADVICE IS PROVIDED "AS IS". STREAMLINE IS NOT CUSTOMER'S LEGAL COUNSEL.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), STREAMLINE HAS NO LIABILITY WITH RESPECT TO CUSTOMER'S USE OR RELIANCE ON SUCH OUTPUT OR ADVICE.

**8. INDEMNIFICATION**

Streamline provides the indemnity in this Section 8 only if Customer has executed a committed purchase of the Services in excess of US\$25,000. Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, or (ii) that Streamline violates any laws or regulations - provided that Customer provides Streamline with: (i) prompt written notice of such claim (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service.

**9. CONFIDENTIAL INFORMATION**

Each party agrees that all business and technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. All fees and pricing information will be Streamline's Confidential Information. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all confidential information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law.

**10. LOGO USE**

Customer agrees that Streamline may use of Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotion use is subject to Customer's written approval (email is sufficient).

**11. GENERAL TERMS**

**11.1. Assignment.** Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting

securities (provided that the successor is not a competitor of Streamline). Streamline may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

**11.2. Force Majeure.** Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

**11.3. Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS") in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. To the extent a claim cannot legally be arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts.

**11.4. Third-Party Beneficiaries.** To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability).

**11.5. Notice.** All notices to Customer may be provided by Streamline via email or account notification. Any legal notices to Streamline must be sent to Digital Deployment, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816. In addition, legal notices must also be sent to [legal@getstreamline.com](mailto:legal@getstreamline.com) (but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

**11.6. Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both parties. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via DocuSign).

# ITEM 9

# ***Tuxedo Country Club Rural County***

## ***Fire Protection District***

**Rick Matuska, Director, President**

**Environmental Status Report (I-5 West)**

**October 2023**

### **Fire Hydrants**

All appear to be in good order.

### **Real Estate Activity**

Property for rent                      0

Property for sale                      4

Vacant Property                      7

### **Other comments**

Weed Issues: None observed.

No other significant issues observed.



**Tuxedo Country Club**  
**Rural County**  
**Fire Protection District**  
NORTH DISTRICT

**WEED ABATEMENT:**

2244 La Jolla  
3943 Crawford BACK YAED FACING RIVER Dr.  
2044 La Jolla Dr.  
1929 Christina Ave  
2539 Euclid  
2452 Telegraph  
Plymouth Rd interstate 5 frontage road  
Tall Dry Grass around water Tank on  
Plymouth & River Drive

**HYDRANTS ;**

All are working

**REAL ESTATE ACTIVITY**

3404 Webster ( EMPTY )  
2239 De Ovan ( EMPTY )  
3535 Mission  
3932 Crawford

**ADDITIONAL ACTIVITY**

NONE

**Submitted October 12 2023**

**By Ray Madrid**

**Tuxedo Country Club**  
**Rural County**  
**Fire Protection District**  
*Kevin Galindo director*  
October 2023

**Real Estate Activity**

2243 Elmwood  
2037 Lake Dr. (Vacant)  
2120 Marine  
1971 Oxford Way (Vacant)  
2020 Oxford Way  
2036 Country Club

**Weed Abatement**

2606 Delaware  
2533 Delaware  
2624 Marine  
2440 Michigan  
2709 Mission  
2503 Webster Ave. (Bad)

Old Railroad Tracks on Mendocino (Over Grown)  
Empty lot between 2344-2362 Sonoma  
Corner of Fraser and Country Club (Empty Lot)

**Fire Hydrants**

All in Good Working Order



# ITEM 11

**TUXEDO-COUNTRY CLUB RURAL COUNTY FIRE PROTECTION DISTRICT:  
MASTER CALENDAR**

**JANUARY**

**FEBRUARY**

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

**MARCH**

**APRIL**

- April 1: Form 700s due

**MAY**

**JUNE**

- Post Notice for Budget Hearing (H&S § 13893)
- Adopt Preliminary Budget (H&S § 13890)
- In election years, advise Directors to contact Registrar
- In election years, deliver notice to Registrar (H&S § 10509)

**JULY**

- Approve Audit Contract for expiring fiscal year.
- Approve Special Assessment for current fiscal year.

**AUGUST**

**SEPTEMBER**

- Adopt Final Budget (Before October 1 – HSC § 13895)

**OCTOBER**

**NOVEMBER**

- Election.

**DECEMBER**

- New Director(s) take office, outgoing Director(s) term(s) end on first Friday of each odd-numbered year.

**Term of Current Board Members:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Rick Matuska	2020	2024
Ray Madrid	2020	2024
Kevin Galindo	2023 (Appointment)	2024

**Fire Service Provided by City of Stockton in accordance with Contract**

- **First Wednesday of month, at 9:00 A.M.**  
**at the offices of:**  
**Neumiller & Beardslee**  
**3121 West March Lane, Suite 100**  
**Stockton, CA 95219**